

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW65-02-B-0005	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-May-2002	PAGE OF PAGES 1 OF 32
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W26GLG-2100-5352	6. PROJECT NO.
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7. ISSUED BY CODE DACW65 CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096 TEL: (757) 441-7744 FAX: (757) 441-7183	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; font-size: 1.2em;">See Item 7</div> TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME SUSAN I HURST	B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> (757) 441-7747
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Maintenance Dredging, Chincoteague Inlet, Accomack County, Virginia

This is an UNRESTRICTED PROCUREMENT

POC
Susan Hurst
757-441-7747 757-441-7183 fax
susan.i.hurst@usace.army.mil

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10 .)	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 14:00:00 (hour) local time 6/27/01 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
B. An offer guarantee ☒ is, ☐ is not required.
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization FFP PURCHASE REQUEST NUMBER W26GLG-2100-5352	1.00	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Beach Fill FFP - Beach Fill, complete, including transport of the dredged material to a pumpout buoy, discharge on the beach in the Government furnished placement area at Wallops Island, final grading of the beach to lines and grade specified, and all other associated work as indicated and specified PURCHASE REQUEST NUMBER W26GLG-2100-5352	1.00	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		90,000.00	Cubic Yard		

Dredging

FFP - Dredging the Chincoteague Inlet Channel to a depth of 17 feet with 1 foot allowable overdepth, complete, including all associated work as specified and indicated. Quantity is estimated

PURCHASE REQUEST NUMBER W26GLG-2100-5352

NET AMTTOTAL

CLAUSES INCORPORATED BY REFERENCE:

52.222-38 Compliance with Veterans' Employment Reporting Requirements DEC 2001

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.225-10	Notice of Buy American Act/Balance of Payments Program	FEB 2000
	Requirement--Construction Materials	
52.225-12	Notice of Buy American Act Requirement - Construction Materials	FEB 2000
	Under Trade Agreements	
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-2	Service Of Protest	AUG 1996
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Gregg Williams**

Address: **US Army Corps of Engineers**
803 Front St
Norfolk VA 23510

Telephone: **757-441-7616**

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting

the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

06 June 2002 at 1030

(c) Participants will meet at--

Security/Reception Center at the NASA Wallops Flight Facility located near the town of Wattsville, Accomack County, Virginia.

To reach the facility from US Route 13, turn east on Route 175 and proceed approximately 5 miles. Turn left on Atlantic Road and continue to the Facility Main Entrance.

Attendance is not mandatory.

All those intending to attend are requested to contact Susan Hurst via e-mail at susan.i.hurst@usace.army.mil within 5 days of the conference.

E4LC02 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

E4LC05 PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

E4LC06 INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the Area Engineer identified in the clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION)."

E4LC07 SUBCONTRACTING PLAN (CONSTRUCTION)

If the offeror is a large business and the offer amount exceeds \$1,000,000.00, he shall submit a subcontracting plan within three (3) working days of being notified (either verbally or in writing) that he is the apparent low bidder or is otherwise in line for award. The subcontracting plan shall be reviewed and approved by the Contracting Officer prior to award.

E4LC08 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is \$500,000 to \$1,000,000

E4LC09 BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC10 UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E4LC13 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

E4LC23 INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

E4LC27 REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR "PAYMENT BONDS ONLY"

If the resulting contract is awarded for an amount in excess of \$100,000, the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess of \$25,000 by no more than \$100,000. Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

E4LC31 SOLICITATION ENVELOPES

Envelopes containing solicitation documents must be sealed and marked with the following information:

SOLICITATION NO.:

BRIEF DESCRIPTION:

CLOSING DATE AND TIME:

E4LC58 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE:

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.219-1	Small Business Program Representations	APR 2002
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder

from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [] It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

E4LC01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am
 _____ of the corporation named as Contractor herein, that
 _____, was then the _____ of said
 corporation; that said contract was duly signed for and in behalf of said corporation of authority
 of its governing body, and is within the scope of its corporate powers.

 (Name of Corporation)

 (Signature)

(Corporate Seal)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE SOLICITATION MUST
 FILL OUT AND SIGN THIS FORM.

E4LC17 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be
 for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with
 the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: _ _ _ _ _

() UNKNOWN

E4LC18 CONTRACTOR IDENTIFICATION NUMBER

The offeror is to supply his/her Contractor Identification Number, also known as the Data Universal Numbering
 System (DUNS) number, in the space provided below:

DUNS: _ _ _ _ _

This number can be obtained by following the instructions in FAR Clause 52.204-0006, which appears in Section L
 or Section 00100 of this document.

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-9	Buy American Act--Balance of Payments Program--Construction Materials	FEB 2002
52.225-11	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements	FEB 2002
52.225-11 Alt I	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements (Feb 2002) Alternate I	JUN 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity--Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.248-3 Alt I	Value Engineering-Construction (Feb 2000) - Alternate I	APR 1989
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$330.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
24.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Accomack County VA

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

General Decision Number VA020026

General Decision Number [h0h2VA020026](#)
 Superseded General Decision No. VA010026

State: Virginia

Construction Type:
 DREDGING

County(ies):
 STATEWIDE

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

Modification Number	Publication Date
0	03/01/2002
1	04/19/2002

COUNTY(ies):
 STATEWIDE

* ENGI0025J 02/01/2002

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	19.22	4.01+a
Engineer	18.09	4.01+a
Derrick Operator	16.78	4.01+a
Electrician	17.10	4.01+a
Carpenter	16.68	3.01+a
Mate	15.70	3.81+a
Welder	16.22	3.81+a
Spill Barge Operator	16.45	3.81+a
Oiler	12.32	3.61+a
Deckhand	11.53	3.61+a
Shoreman	11.30	3.61+a
Handyman	11.53	3.61+a
Fill Placer	16.68	4.01+a
Assistant Fill Placer	15.18	4.01+a
CLAMSHELL DREDGES:		
Operator	19.13	4.01+a
Engineer	17.11	4.01+a
Welder	15.96	3.81+a
Mate	15.37	3.81+a
Oiler	12.32	3.61+a
Deckhand	11.53	3.61+a

Scowman	11.69	3.61+a
Handyman	11.53	3.61+a

TUGS TENDING CLAMSHELL DREDGES:
LESS THAN 600 HP:

Tug Master	15.34	4.01+a
Tug Captain	14.85	4.01+a
Tug Deckhand	11.53	3.61+a

TUGS TENDING CLAMSHELL DREDGES:
600 HP TO 1350 HP:

Tug Master	16.30	4.01+a
Tug Captain	15.00	4.01+a
Tug Deckhand	11.53	3.61+a

TUGS TENDING CLAMSHELL DREDGES:
GREATER THAN 1350 HP:

Tug Master	17.34	4.01+a
Tug Captain	16.44	4.01+a
Tug Engineer	16.44	4.01+a
Tug Deckhand	11.53	3.61+a

STEWARD DEPARTMENT ON

CLAMSHELL DREDGES::

Steward	12.70	3.81+a
2nd Cook	11.53	3.61+a
Night Cook	11.53	3.61+a
Messman	11.31	3.61+a
Janitor	11.53	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation contribution of 7% of straight time pay for all hours worked.

SUVA2041A 11/01/1994

	Rates	Fringes
HYDRAULIC DREDGES UNDER 20":		
Leverman	14.53	2.96+a
Engineer	14.18	2.96+a
Derrick Operator	13.20	2.96+a
Electrician	13.45	2.96+a
Carpenter	13.14	2.96+a
Mate	12.39	2.96+a
Welder	12.78	2.96+a
Spill Barge Operator	12.97	2.96+a
Spider Barge Operator	12.97	2.96+a
Tug Master	12.29	2.96+a
Tug Mate	11.76	2.96+a
Steward	10.42	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a

Tug Deckhand	9.50	2.96+a
Shoreman	9.32	2.96+a
Second Cook	9.50	2.96+a
Messman	9.32	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a
Night Cook	9.50	2.96+a
Janitor/Porter	9.50	2.96+a
DIPPER DREDGES:		
Operator	14.59	2.96+a
Engineer	14.04	2.96+a
Welder	12.78	2.96+a
Mate	12.39	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Launchman	10.12	2.96+a
Scowman	9.63	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a
TUGS:		
(Tending Dipper Dredges)		
Tug Master	13.16	2.96+a
Engineer	12.96	2.96+a
Tug Mate	11.87	2.96+a
Assistant Engineer	11.75	2.96+a
Deckhand	9.37	2.96+a
Cook	9.63	2.96+a
STEWARD DEPARTMENT:		
(On Dipper Dredges)		
Cook	9.27	2.96+a
Mess Cook	8.74	2.96+a
Messman and Janitor	8.61	2.96+a
DRILL BOATS:		
Engineer	14.18	2.96+a
Blaster	13.69	2.96+a
Driller	13.69	2.96+a

FOOTNOTES APPLICABLE TO ALL ABOVE CRAFTS:

a. PAID HOLIDAYS AND VACATION:

New Year's Day, Memorial Day, Independence Day,
 Good Friday, Labor Day, Thanksgiving Day, and Christmas
 Day; plus vacation contribution of 7% of straight time
 pay for all hours worked.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
 END OF GENERAL DECISION

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1,000,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the

contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

E4LC11 DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) provided in Section 00800, identified as VA020026

E4LC12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

E4LC 14 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

E4LC15 LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

E4LC16 ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

E4LC26 SMALL BUSINESS STANDARD FOR DREDGING

- (a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.
- (b) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.

E4LC28 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

E4LC29 AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

E4LC42 CONTRACTOR PLANT IDENTIFICATION

The contractor's company name/logo shall be permanently and prominently affixed to the port and starboard sides of floating plant and to each side of all land vehicles deployed on an assigned project site. All floating plant shall clearly and conspicuously display Coast Guard personnel rating capacities.

E4LC46 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

E4LC49 DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR

The Contractor shall assign a number or employee who will act as Project Manager during the course of this contract or during the course of a delivery order. This official shall be responsible for affording liaison between the contract forces and the contracting office(s). This designation shall be in writing with a copy furnished to the Contracting Officer.

TECHNICAL SPECIFICATIONS
FOR
MAINTENANCE DREDGING
CHINCOTEAGUE INLET
ACCOMACK COUNTY, VIRGINIA

PREPARED AND
ISSUED BY
DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
OPERATIONS BRANCH
WATERFIELD BUILDING
803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

TECHNICAL SPECIFICATIONS
MAINTENANCE DREDGING
CHINCOTEAGUE INLET
ACCOMACK COUNTY, VIRGINIA

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SPECIAL WORK REQUIREMENTS AND RESTRICTIONS

4/02

PART 1 GENERAL

1.1 Special Work Requirements

The work consists of dredging Chincoteague Inlet Outer Channel to the depth indicated. The Contractor shall perform the scheduled work with a hopper dredge and place dredged material in the Government-furnished beach placement area at Wallops Island as indicated. Dredged material to be placed on the beach shall be transported to a pump out buoy to be provided by the Contractor. The material shall then be carried from the pump out buoy to the beach by hydraulic pipeline and deposited within the designated beach placement area as indicated and specified. All dredging, transport and placement of dredged material under this contract shall be in compliance with all conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit and the Virginia Marine Resources Commission Permit that are included as a part of this contract at the end of SECTION 01355 ENVIRONMENTAL PROTECTION. The contract plans and specifications have been prepared to comply with these permits which were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior approved in writing by the Contracting Officer, and any non-compliance with or violation of the conditions stated in the permits, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

1.1.1 Order of Work

The work consists of a single dredging area. The Contracting Officer may direct the dredging as required to achieve a dredged channel with a minimum depth of 17 feet below mean lower low water (NOS) with 1 foot of allowable overdepth and a channel width of 200 feet.

1.1.2 Dredged Material Placement in the Government-furnished Beach Placement Area

The Government-furnished Beach Placement Area is located on Wallops Island and is the property of the National Aeronautic and Space Administration (NASA) and managed as the Goddard Space Flight Center (GSFC). The beach placement area is not accessible to the general public; however, personnel of GSFC may be traversing the area and the Government will not undertake to exclude these personnel, the public or restrict public access to the site during the work. The Contractor shall fully comply with the security provisions of GSFC, OSHA safe working practices, and the Safety and Accident Prevention requirements of these specifications. The Contractor shall employ the use of signs, barricades, barriers, flagmen, and any other devices and measures required to assure public and worker safety at the beach placement area at all times. Contractor vehicle entry and personnel activities are restricted, with availability to the GSFC governed by badges and permits issued by GSFC in accordance with the requirements of the GSFC Security Manual. Security of the facility is administered in the Office of Security Services by Cube Corporation; accordingly, all access and work activities on Wallops Island that are within the controlled security locations shall be conducted in accordance with the requirements and regulations for the facility through this Office. Prior to access to the GSFC Facility, all employees must have their names and current personal identification information submitted to the GSFC Facilities Engineering Office, attention Jerry Wall, telephone (757) 824-1232. All names must be submitted on letterhead for their company and co-signed by the Contracting Officer's Representative. This listing of employees must go through the security screening process of the GSFC before badges will be issued and access of employees allowed. The Contractor is responsible for initiating the security access requirements for his employees and any expense or delays in obtaining this access shall be the responsibility of the Contractor and no cause for claims against the Government. All requirements of the GSFC to be followed by the Contractor, including employees and plant access/egress requirements, shall be included in the Contractor's Work Plan, Activity Hazard Analysis, and coordinated with the Daily Report of Operations. All lighting associated with the project shall be limited to the immediate area of active construction only. Such lighting shall be shielded, low-pressure sodium vapor lights directed to the maximum extent practical towards the ocean to minimize

illumination of the beach area. Red filters shall be placed over vehicle headlights of the Contractor's plant and equipment used on the beach. Lighting on offshore equipment shall be similarly minimized through reduction, shielding, lowering, and appropriate placement of lights to avoid excessive illumination of the water.

1.1.3 Noise Control and Abatement

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer's recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function. The Contractor shall not use sound signals, with the exception of those signals required for vessel operations by the U.S. Coast Guard, during the time between sunset and sunrise.

1.1.4 Cooperation with other Contractors

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant, and shall schedule and perform this work, so as to effectively cooperate with all other contractors and Government agencies.

1.1.5 Coordination Between Contractors

It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other contractors. Should there be any conflict between these limits, the Contractor shall immediately notify the Contracting Officer of the conflict, and the Contracting Officer's decision shall be final.

1.2 NOTIFICATIONS OF INTENT TO DREDGE AND REPORTS OF DREDGING

A notification giving the date and location the Contractor intends to start dredging shall be prepared and sent to the agencies as specified below for each respective agency. Upon completion of dredging, the Contractor shall prepare a Report of Dredging giving all data as indicated and sent to the Virginia Department of Environmental Quality as specified. When the Contractor sends a Notification or Report to a respective agency, a copy shall at the same time be furnished to the Contracting Officer. The Contractor shall include the

Virginia Water Protection (VWP) Permit Number on all Notifications and Reports.

1.2.1 Notification of Dredging to the Virginia Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract.

1.2.2 Report of Dredging to the Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, attention Bert Parolari, 5636 Southern Boulevard, Virginia Beach, Virginia 23462, in writing, within 30 calendar days of completion of dredging operations. The Contractor shall include in the Report the following information to the Virginia Department of Environmental Quality:

- (a) Date on which dredging operations started.
- (b) Date on which dredging operations were completed.
- (c) Amount of material dredged (in cubic yards).

1.2.3 Notification of Intent to Dredge to the Virginia Marine Resources Commission - Habitat Management Division

The Contractor shall notify the Virginia Marine Resources Commission, Habitat Management Division, attention Tony Watkinson, 2600 Washington Avenue, Post Office Box 756, Newport News, Virginia 23607-0756, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract.

1.3 PHYSICAL DATA

1.3.1 Physical Conditions Information

The physical conditions indicated on the drawings and in the specifications are the result of site investigations and surveys. Information and data furnished or referred to below is furnished for the Contractor's information; however, it

shall be expressly understood that the Government will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor.

1.3.2 Weather Conditions Information

Complete weather forecasts, records and reports may be obtained from the National Weather Service in Wakefield, Virginia, telephone (757) 899-4200, Menu selection service or operator assisted as applicable. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period.

1.3.3 Weather/Physical Conditions

The locations of the work are tidal and exposed. Severe winds may cause suspension of work for short periods. The approximate mean range of tide at each site is noted on the respective drawings. Tidal currents are not of sufficient velocity to interfere with dredging operations.

1.3.4 Condition of Dredging Area

The drawings show the condition of the channel at the time of the most recent survey. The condition of the dredging area will be verified by a survey made immediately before dredging.

The Contracting Officer may realign the channel based on the before dredging surveys and require the Contractor to dredge the realigned channel as if it were the channel described in the contract plans and specifications. There are not any known cables, pipes, bridges, or tunnels that cross the area to be dredged.

1.3.5 Obstruction of Channel

The Government will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917.

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors' plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such and extent as may be necessary to afford a practicable

passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

1.3.6 Responsibility

The Contractor shall hold and save harmless the United States, its officers, and employees from all claims that may arise as a result of the Contractor's negligence in connection with the work performed under the contract, from noncompliance by the contractor with the provisions of the contract drawings and specifications, or from the instruction of the Contracting Officer.

1.3.7 Channel Traffic

The vessel traffic to be encountered during dredging operations consists of large commercial fishing vessels, U.S. Coast Guard vessels, various smaller fishing vessels and pleasure craft. The Contractor shall expect that the traffic will cause periodic delays and interruptions of his operations.

1.3.8 Oyster Grounds

There are no known oyster grounds in the vicinity of the areas to be dredged.

1.4 LAYOUT OF WORK AND SURVEYS

1.4.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Government will establish the tide staff gauge within vicinity of the dredging area at the Harbor of Refuge. The in-place markings shall be verified by the Government before dredging and dredged material placement operations commence. The Contractor shall provide the Contracting Officer written notice at least 14 calendar days in advance of commencement of dredging and dredged material placement operations to assure the completion of the initial

Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. As applicable, the Government will furnish within 14 calendar days of receipt of a written request by the Contractor, the corner point coordinates for each contract dredging area or acceptance section, and the coordinates and monument descriptions for the existing horizontal control within vicinity of the work areas.

All requests shall be addressed to U.S. Army Corps of Engineers, Norfolk District, Operations Branch, Navigation Support and Survey Section, CENAO-TS-ON, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning this request is Chief, Navigation Support and Survey Section, telephone (757) 441-7125, or FAX (757) 441-7664. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown, and to deposit the dredged material at the locations indicated. The Contractor shall establish and maintain at his own expense all markings of the dredging and placement areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

1.4.1.1 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredged material placement operations, all work accomplished with the use of the systems shall be reviewed and certified as accurate by the Contractor's Quality Control Manager. This signed certification shall be submitted as a part of the Daily Report of Operations in accordance with the requirements of SECTION 01451 to assure that all work performed with the use of the equipment and systems meets contract requirements.

1.4.2 Before Dredging Survey

The Contractor shall give the Contracting Officer written notice at least 14 calendar days prior to arrival of the dredge plant at the first work area or acceptance section, and shall furnish written notice at least 14 work days in advance of need for subsequent before dredging surveys. It is understood that the surveys made in response to notice by the Contractor will constitute the before dredging survey and that any subsequent surveys occasioned through Contractor delays

will be charged against the Contractor at a rate of \$3,000 per day. The Contracting Officer will not be responsible for any delays in the commencement of work caused by incomplete surveys if the Contractor fails to provide adequate advance written notice as specified.

1.4.3 Datum and Bench Marks

The plane of reference shall be mean lower low water (MLLW) as established by National Ocean Service (NOS), as used on the drawing and in these specifications. The following listed benchmark is referenced on the drawing and shall be used by the Contractor for the locations specified:

BENCHMARK: NOS "863-0316-B 1977"

ELEVATION: +6.45 feet above MLLW (NOS):

The benchmark is located at the south end of Chincoteague Island near the Harbor of Refuge. The monument is a standard NOS tidal disk set in concrete 200 feet southwest of the entrance to the Harbor of Refuge, 57.3 feet southeast of the southeast corner of a bath house on Tull's Camp Site, 18.4 feet south of the centerline of Main Street (State Road 2114), and 0.3 foot below the surface of a small ridge.

1.4.4 Use of Coast Guard Navigation Aid Structures

The Commander, Fifth Coast Guard District, has authorized the Norfolk District, Corps of Engineers, and its Contractors to use fixed Federal aids to navigation structures, established and maintained by the U. S. Coast Guard, for support of temporary dredging tide gauges when performing Federal dredging operations. If a Contractor chooses to use navigation aid structures for this purpose, he shall abide by the following requirements:

a. The Contractor shall advise the Commander, Fifth Coast Guard District, Aids to Navigation Branch, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704, in writing, of his intention to attach tide gauges to navigation aid and structures, prior to commencing a dredging project. This notice shall include the name of each aid to navigation to which tide gauges are to be attached, and the anticipated dates the gauges will be attached and removed. A copy of this notice shall be furnished at this time to the Contracting

Officer.

b. The Contractor shall be required to remove any temporary tide gauges immediately upon completion of dredging operations and demobilization of dredging plant. The Contractor shall at his expense repair or replace any aids that he has damaged or destroyed as a result of the Contractor's use of such aids.

c. This provision refers only to Federal aids to navigation structures and does not authorize the Contractor to utilize aids that are not established and maintained by the U. S. Coast Guard. This provision also does not authorize the Contractor to utilize Federal navigation aid structures for any purposes other than the support of temporary tide gauges.

1.5 ACCOMMODATIONS AND SUBSISTENCE ABOARD DREDGE FOR CONSTRUCTION REPRESENTATIVES

1.5.1 Accommodations

(a) Work Space - The Contractor shall furnish regularly to Government construction representatives on board the dredge a suitable working and storage space, equipped and maintained to the satisfaction of the Contracting Officer or his representative. As a minimum the facilities shall include a desk with chair for plan study, and a file drawer, approximately 15" by 24", capable of being locked with a padlock. The working space need not be a separate room, but shall be properly lighted, ventilated, and heated.

(b) Cellular Telephone and FAX Machine - The Contractor shall provide a cellular phone and FAX machine aboard the dredge which shall be made available for official use by the Government Inspectors on a 24-hour a day basis to exclusively conduct Government business and emergency calls.

1.5.2 Subsistence

If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate of \$5.00 for breakfast, \$5.00 for lunch, and \$14.00 for

supper.

1.5.3 Costs

The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the Contracting Officer will secure the facilities referred to above, and their costs will be deducted from payments due to the Contractor.

1.6 INSPECTION

1.6.1 General

The presence of the construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the borrow work areas.

b. To furnish, on the request of the Contracting Officer or any construction representative, suitable transportation from all points within the beach fill placement area, to and from the various pieces of plant and the staging areas, and within the material placement area as may be reasonably necessary in inspecting and supervising the beach fill work. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and any resultant cost incurred by the government will be deducted from any amounts due or to become due the Contractor.

1.6.2 Hours of Work

The Contractor will be allowed to perform work 24 hours per day, seven days per week, including holidays, for the entire performance period, except as may be otherwise directed by the Contracting Officer. The Contractor is informed there are special security requirements to be followed for night work.

The precautions for working at night and any special work measures required of the Contractor to perform work during this period shall be coordinated with the Office of Security Services and Facilities Engineering Office prior to scheduling the work and coordinated with his Progress Schedule and Activity Hazard Analysis. Adequate lighting in compliance with all OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations and public safety shall be provided by the Contractor at his expense.

1.7 CONTINUITY OF WORK

Payment will not be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

1.8 SHOALING

1.8.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the channel at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

1.8.2 Shoaling Subsequent to Dredging

If, before the contract is completed, shoaling occurs in any

section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, redredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

1.9 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The Contractor shall provide adequate advance notice to the Contracting Officer of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. The Contractor shall provide the notice in writing at least 10 calendar days in advance of anticipated completion of each section of work. If the Contractor fails to provide this advance notice, the Contracting Officer will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$3,000 per day for each day in which the Government Plant is engaged in sounding or is enroute to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

1.10 CERF IMPLEMENTATION

The owner of the hopper dredge must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate the dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF Contractor shall also be subject to the following conditions:

a. The Director of Civil Works may require the Contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the Contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF will be activated by the Chief of Engineers or the Director of Civil Works; then the Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two hours for CONUS or ten days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual

agreement.

1.11 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65-feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

1.12 SAFETY AND ACCIDENT PREVENTION

1.12.1 Safety Plan

The contractor shall not commence work at a job-site prior to the Government's review of an acceptable contractor accident prevention plan per the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and discussion of the accident prevention plan at a prework meeting. Allow five days for Government review of the accident prevention plan.

1.12.2 Conflicts

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, Coast Guard, as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). When a conflict exists between Corps of Engineers Safety and Health Requirements Manual, nationally recognized consensus standards, or the contract plans and specifications, the most stringent requirements as determined by the Contracting Officer will govern.

1.12.3 Corps of Engineers Standards

Corps of Engineers Manual EM 385-1-1, 1996 edition, is hereby supplemented or revised as follows.

1.12.3.1 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an activity hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or minor hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. At the end of this SECTION is a sample Activity Hazard Analysis Form showing a sampling of those activities, hazards, and actions to take to avoid hazards for similar work on this contract as required by the technical specifications. The Contractor is informed this sample form does not list all items that may be required of the Contractor for this contract; however, the Contractor shall utilize this form as a guide to provide, with his CQC Plan and Safety Plan for approval, a complete Activity Hazard Analysis of the scheduled work for the duration of the contract. The Project Superintendent and the Corps of Engineers Project Inspector shall sign the analysis. A copy of the analysis shall be kept on the job site and reviewed with employees during orientation and during weekly safety meetings.

1.12.3.2 Means of Escape for Personnel Quartered, or Working on Floating Plant

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plant. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) that leads to a different exit route.

1.12.3.3 Emergency Alarms and Signals

(a) Emergency Alarms - Alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall

be so interconnected that actuation can occur from at least one strategic point on each deck.

(b) Fire Alarm Signals - The general fire alarm signal shall be in accordance with Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels.

(c) Abandon Ship Signals - The signal for abandon ship shall be in accordance with the reference cited in (b) above.

(d) Man-Overboard Signal - Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.12.3.4 Hurricane Plan

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm shall be submitted for approval as a part of the Contractor's Accident Prevention Program. The plan shall include as a minimum:

(a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(b) The safe harbor for personnel and plant specifically identified.

(c) The name of the boat that will be used to move the plant, its type, capacity, speed, and availability.

(d) The estimated time necessary to move the plant to the safe harbor after movement is started.

1.12.3.5 Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

1.12.3.6 Head Protection (Hard Hat)

The entire work site under this contract is designated as a hard hat area. The Contractor shall post the area in

accordance with the requirements of EM 385-1-1, and shall insure that all prime and subcontractor personnel, vendors and visitors utilize hard hats while within the project area.

1.12.3.7 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box (Safety) meetings, and monthly supervisor meetings by Corps of Engineers personnel, Contractors shall notify the Contracting Officer 5 calendar days prior to the start of work, of the time and location of all such scheduled meetings. The contractor shall keep minutes and provide copies to all parties attending.

1.12.4 Hopper Dredge and Attendant Plant

1.12.4.1 Equipment and Machines

All operable equipment and machines, shall be checked for:

- (a) Manufacturer's safety instructions, permanent-mounted and easily read.

- (b) Guard Rails and life-lines at overboard access areas, as applicable.

- (c) Cover exposed moving parts with safety-guards to prevent someone from accidentally stepping or falling on them.

1.12.5 Dozers, Front-End Loaders, Backhoes, and Other Wheeled-Tract Machines

Dozers, front-end loaders, backhoes, and other wheeled-tract machines operated on the beach shall be equipped with rollover protection and seatbelts. All rotating or reciprocating parts, and any parts subject to high operational temperatures that are of such nature or so located as to be or become a hazard to the operating or attending personnel, shall be substantially guarded and insulated to the extent necessary to eliminate the hazard. Walking or working surfaces and platforms shall be of an anti-skid type.

1.12.5.1 Checks

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be

checked for:

(a) Exposed backhoe boom swing foot pedals.

(b) Backhoe boom swing lever that can be reached by a man standing on the ground or on the outrigger support bracket.

1.12.5.2 Controls

Where these conditions exist, guards shall be fabricated to:

(a) Cover over exposed foot pedals to prevent someone from accidentally stepping on them.

(b) Enclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

1.12.6 Crawler-, Truck-, and Wheel-Mounted Cranes

(a) When a crane is performing duty cycle work (such as clamshell, dragline, grapple, or pile driving) it does not require anti-two block equipment. If the crane is required to make a non-duty cycle lift (for example, to lift a piece of equipment, a tool box, or supplies), it will be exempt from the anti-two block equipment requirements if the following procedures are implemented:

(1) an international orange warning device (warning flag, warning tape, or warning ball) is properly secured to the hoist line at a distance of 8 to 10 feet above the hoist rigging;

(2) the signalperson (or an individual designated as the signalperson) acts as a spotter to alert the crane operator with a "STOP" signal when the warning device approaches the boom tip and the crane operator ceases hoisting functions when alerted of this; and

(3) while the non-duty cycle lift is underway, the signal person shall not stand under the load, shall have no duties other than signalperson, and shall comply with the signaling requirements of EM 385-1-1;

(b) Anti-two block devices are always required when hoisting personnel by crane or derrick.

1.12.7 Diving Operations

All diving operations shall be planned in accordance with the Corps of Engineers Safety Manual EM 385-1-1 and must be limited to those tasks that cannot be accomplished in any other manner. The Contractor shall submit for approval all information which may affect the work to be accomplished, including divers names, medical examination reports, qualifications of all divers and top-side tenders to be employed in the diving operations, plant and equipment to be employed on the work, and a written dive plan with sketches and narrative descriptions for each phase of the planned dive.

1.13 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

1.13.1 Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

1.13.2 Rentals

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased

from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

1.13.3 Data

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

14. BRIDGE-TO-BRIDGE RADIO COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz per second with low power output having a communication range of approximately ten miles. The Federal Communications Commission has approved the frequency.

1.14.1 Radio

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

1.15 NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 work days prior to the commencement of this contract.

1.15.1 Local Notice To Mariners

The Local Notice To Mariners (LNM) for the Fifth Coast Guard District is available by phone at (757) 398-6367, on the Internet at: <http://www.navcen.uscg.gov/lnm/d5>, and e-mail address: D5Local@LANTD5.uscg.mil. The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States, its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These notices are published weekly. They may be obtained free of charge, by making application to the Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant that could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the Contracting Officer.

1.15.2 Navigation Aids

The Contractor shall not relocate or move any aids to navigation that has been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard in writing at the address above with a copy to the Contracting Officer not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. All notifications to the U.S. Coast Guard shall at the same time be provided to the Contracting Officer and recorded in the Daily Report of Operations. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location, and at the same time notify the Contracting Officer.

1.16 ENVIRONMENTAL LITIGATION

1.16.1 Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation" means, a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.17 HISTORIC AND ARCHAEOLOGIC FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistoric, historic, and archaeologic data, including relics and specimens that might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistoric, historic, or archaeologic data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other

disposition. Any person who, without written permission, injures, destroys, excavates, appropriates, moves or removes any historic or prehistoric artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

1.18 SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the Contract Clauses, the Contractor shall submit for approval a practicable Progress Schedule at the Pre-Construction Conference specified in SECTION 01200. The Progress Schedule shall be prepared and certified as complete by the Contractor's Quality Control Representative in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed, arrival date of Contractor's plant to the job site, all activities scheduled prior to dredging, dredging start and completion dates, and calendar days to completion of all work. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime and extra shifts, may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from

the Contractor's actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The Contractor's progress schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

1.19 PROFIT

1.19.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as a percent, shall be as follows:

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	<u>25</u>		
	100		

1.19.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the

circumstances of the particular procurement.

1.19.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

1.19.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

1.19.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

1.19.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

1.19.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

1.19.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

1.19.2.7 Subcontracting

Shall be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.20 PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done correctly, within budget, and on time. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

1.21 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

(a) Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.

(b) Contractor shall be responsible for coordination of the work of the trades, subcontractors, and materials.

(c) The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any

other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

1.22 SEAGOING BARGE ACT

All dredges, barges, and vessels used for the transport of dredged material shall meet the applicable requirements of the Seagoing Barge Act (46 U.S.C. et seq). To document compliance with this act, the Contractor shall submit with his bid copies of U.S. Coast Guard Certificate of Inspection for each item of plant. Certification shall also be furnished to the Contracting Officer if additional plant is engaged during the course of the work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01200

PROJECT MEETINGS

4/02

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Notification

An authorized representative of the Contracting Officer will schedule and conduct a preconstruction conference in conjunction with the Quality Control Coordination Meeting within ten calendar days of the anticipated start of construction. The Contractor is encouraged to have an officer of his Company at the conference. This conference will be held at a location specified by the Contracting Officer's authorized representative.

1.1.2 Purpose

The purpose of this preconstruction conference is to enable the Contracting Officer's authorized representative to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about regulations, and any other questions he may have prior to starting the work. The Contracting Officer's authorized representative may invite NASA and other Government personnel to attend this conference.

1.1.3 Topics

The following is a list of items and plans for discussion during this conference. This is not considered to be a complete listing and may be expanded or revised at the discretion of the Contracting Officer. The Contractor shall submit the following items and plans for approval prior to the preconstruction conference. All points of contact for submittal of the items and plans noted shall be provided in the Contractor's notice of award. Any questions the Contractor may have concerning the plans or program will be resolved at this meeting.

- a. Authority of the Contracting Officer's Representative and organization.
- b. Contractor's Safety Plan.
- c. Contractor's Quality Control Plan.
- d. Contractor's Environmental Protection Plan.
- e. Contractor's Progress Schedule - In the form of a bar chart showing all phases and dates for the progress of the scheduled work, including timeliness and basis of pre-construction and post-construction surveys, work acceptance requirements, and progress payments relative to conformance to the progress schedule.
- f. Correspondence Procedures.
- g. Contractor Labor Standards Provisions.
- h. Contractor Plan of Operations - The Contractor shall indicate his method(s) of layout and accomplishment of the scheduled work, and his verification/certification procedures for accuracy of the respective areas of work to be accomplished.
- i. Contract Modifications and Administrative Procedures.
- j. Contractor's Job Layout and Storage Area Plan.
- k. Procedures for Processing Shop Drawings, if applicable.
- l. Payment Estimate Data and Procedures.
- m. Contractor Utilities.
- n. Security Requirements and Other Regulations, if applicable.
- o. Government Furnished Equipment, if applicable.
- p. Disposition of Salvage Property.
- q. Contractor Insurance Requirements.
- r. Value Engineering Program.

s. Contractor Performance Evaluation.

t. Contractor's Environmental Control Plan including

(1) Spill Control Plan

(2) Recycling and Waste Minimization Plan

(3) Contaminant Prevention Plan

u. Contractor Required Notification Procedures

v. Contractor's Submittal Register

1.1.4 Approvals

The Contractor shall submit his Safety Plan, Quality Control Plan, and Environmental Protection Plan for review prior to this meeting. These plans may be approved or approved with comments at the conference. Construction work shall not proceed until after this meeting has been held, all specified Plans have been approved, and the Notice to Proceed has been received and acknowledged by the Contractor.

1.1.5 Minutes of the Meeting

The Government will prepare legibly written or typed minutes of the meeting and will provide the Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

4/02

PART 1 GENERAL

1.1 REFERENCES (Not Used)

1.2 SUBMITTALS (Not Used)

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.1 Base Bid Payment Item No. 0001 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the Contractor's dredging plant and equipment as defined below will be paid for at the contract lump sum price for this item. Sixty percent of the lump sum price will be paid to the Contractor upon completion of his mobilization at the entire work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization from the entire work site. In the event the Contracting Officer considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment

of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization, and actual demobilization costs, as determined by the Contracting Officer, at the completion of demobilization. The determination of the Contracting Officer is not subject to appeal.

1.3.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations. This shall include transfer of dredge and attendant plant, and any other associated work that is necessary in advance of the actual dredging operations.

1.3.1.2 Demobilization

Demobilization shall include general preparation for transfer of dredging and beach fill plant as described in Paragraph "Mobilization" above to its home base, cleanup of the Contractor's staging area, and transfer of the dredging and beach plant to its home base.

1.3.2 Base Bid Payment Item No. 0002 Preparation, Maintenance and Final Grading of Placement Area at Wallops Island

Payment for this item shall include all costs associated with the mobilization and demobilization of plant to be used specifically for the beach placement operations and the preparation, maintenance, and final grading of the beach placement area. This shall include transfer of booster pumps and pumpout buoys, bulldozers and other like equipment and machinery including pipelines associated with beach placement operations, preparation of the Contractor's staging area used for equipment and material storage at the beach placement area, and all costs associated with the preparation, maintenance, final grading, and removal of all plant and equipment and final clean-up upon completion of the scheduled work at the beach placement area.

1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full

compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.4.1 Base Bid Payment Item No. 0003 Dredging

Payment to be made for all costs associated with dredging the Channel and disposal of the material in the Government-furnished beach placement area as scheduled shall include the cost of removal and placement of material as indicated and specified, exclusive of the work defined in Bid Items 0001 and 0002 as defined above. The drawings are believed to accurately represent conditions at the time of the surveys indicated; however, new soundings will be taken immediately before dredging. The Contractor's unit price for dredging shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. The basis of payment for the total amount of material removed under this payment item will be measured by the bin measure method as described in subparagraph "Bin Measurement" below, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. Determination of quantities removed and the deductions made to determine bin measure quantities to be paid, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

1.4.1.1 Bin Measurement

The material removed shall be measured by the weight, expressed in long tons, of the dredged material in the hopper, based on the vessel displacement. The load measurement equipment and operation shall be subject to the approval of the Contracting Officer and shall be verified by government calibration equipment and tests described as specified. Load measurements shall be recorded automatically and daily load reports shall be signed by the authorized representative of the Contractor and submitted to the Contracting Officer's representative.

1.4.1.2 Weight to Volume Conversion

The bin measure expressed in weight shall be converted to the approximate bin volume of material based on the density in the hopper as determined by the Contractor. The Contractor shall submit the proposed method and equipment to be used for density determination to the Contracting Officer for approval.

The Contractor shall retain the samples used for density determination for review and inspection by the Contracting Officer.

1.4.1.3 Calibration Tests

The Contractor shall fill the hopper with seawater at least one time during each 24 hour period to allow for calibration of the load monitoring equipment.

1.5 Misplaced Material

Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer at the Contractor's expense.

1.6 Monthly Partial Payments

Monthly partial payments will be based on the total volume of material placed and accepted as determined by the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES

4/02

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION AND CLASSIFICATION

The Contractor shall insure all submittals as required in the Contract are submitted to the government as identified and in accordance with the procedures specified in this Section. Submittals may be required for work features and procedures in the specifications that are not listed or classified as indicated below. The Contractor shall still be required to list these submittals in his Submittal Register as required by the respective specification, and designate the submittal and action required in the register.

1.1.1 Submittal Identification

Submittals required are identified by SD numbers and titles with typical items to be submitted under this classification as follows:

SD-01 Preconstruction Submittals:

- Certificates of insurance
- Surety bonds
- List of proposed subcontractors
- List of proposed products
- Construction Progress Schedule
- Submittal schedule
- Schedule of values
- Health and safety plan
- Work plan
- Quality control plan
- Environmental protection plan

SD-02 Shop Drawings:

As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.

SD-03 Product Data:

Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.

SD-04 Samples:

Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.

SD-05 Design Data:

Beach placement plan with proposed equipment usage and datum used and benchmark locations.

SD-06 Test Reports:

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements.

Results of environmental testing.

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates:

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions:

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports:

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Closeout Submittals:

Beach profiles and surveys.

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plans.

1.1.2 Submittal Classification

Submittals are classified as follows:

a. Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the

Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

b. Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVAL OF SUBMITTALS

The approval of submittals by the Contracting Officer's Representative (COR), shall not be construed as a complete check, but will indicate only that the general method of construction, work scheduling, and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the dimensions, layout, and satisfactory construction of all work as indicated and specified. After submittals have been approved by the COR, resubmittal for the purpose of changing the approved Work Plan, Progress Schedule, designated Acceptance Sections, or for any other reason, will not be given consideration unless accompanied by an explanation as to why a change is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal with the Daily CQC Report as specified for the initial submittal. If the Contractor considers any correction indicated on the submittal(s) to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given at the same time to the COR.

1.4 WITHHOLDING OF PAYMENT

Payment for any part of the scheduled work accomplished by the Contractor, including transportation of the Contractor's plant to or from the site of the work, will not be made if required approvals for all parts of the scheduled work have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall submit all items required and specified in these specifications, and as may be required by other portions of the scheduled work. Proposed deviations from the contract requirements shall be clearly identified. The required submittals shall be listed in the Contractor's Work Plan and on the Contractor's Submittal Register Form 4288-R. All requirements of submittals shall be coordinated with SECTION 01451. Any questions regarding submittals required of the Contractor will be discussed at the Preconstruction Conference specified in SECTION 01200. At this Conference, and during the progress of the work, the COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Dimensions and units of weights and measures used on all submittals shall be the same as indicated and specified. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved as complete by the CQC representative as specified in SECTION 01451.

3.2 SCHEDULING

Submittals covering component items forming a system or items that are interrelated, such as access/egress to the work area, and delivery/storage of materials prior to construction of features shall be scheduled to be coordinated with the requirements specified and submitted concurrently.

3.2.1 Submittal and Report Identification

All submittals and reports shall be complete, properly marked, adequately detailed, and identified with location of occurrence in the respective specification section with paragraph number, drawing number and location, and respective Plan or Report requirement, as applicable. The Contractor's CQC representative shall sign and date each submittal and report as complete.

3.3 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this SECTION is a sample Submittal Register (ENG Form 4288-R) showing those plans, lists, and items of equipment and materials for which submittals are required by the specifications. The Contractor is informed this sample form may not list all submittals that may be required of the Contractor;

however, the Contractor shall utilize this form as a guide to provide, with his CQC Plan for approval, a complete Submittal Register listing all submittals required for the duration of the contract. The Submittal Register shall consist of individual pages representing the respective Specification Sections as shown in the attached sample. Columns "d" through "q" of the sample form indicate the method the Contractor is to use in identification of his submittals. In the respective Specification Sections and when so directed by specified requirements in other parts of the contract for a particular type of submittal, the Classification status to be inserted in Columns "p" and "q" is indicated. The Contractor's Quality Control Representative shall certify in writing as part of the CQC Plan the appropriate designation for all submittals has been made. The remainder of columns and how they are to be utilized during administration of the contract will be addressed at the Pre-Construction Conference as noted in SECTION 01200.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

At the end of this SECTION is a sample Transmittal Form (ENG Form 4025) which shall be used for transmittal coordination of all submittals. This form shall be completed by the Contractor identifying each item to be submitted. Special care shall be exercised to ensure proper listing of the date of the submittal transmittal, specification section and paragraph number pertinent to the data submitted for each item, and numerical sequence coordination with the Submittal Register Form 4288-R, Column "b".

-0-

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR

DATE

TRANSMITTAL NO.

MANUFACTURER'S CERTIFICATES OF COMPLIANCE

(Read instructions on the reverse side prior to completing this form)

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS

To:

FROM:

CONTRACT NO.

CHECK ONE:

THIS IS A NEW TRANSMITTAL
THIS IS A RESUBMITTAL OF
TRANSMITTAL _____

TRANSMITTAL _____

TRANSMITTAL

SPECIFICATION SEC. NO. (Cover only one section with each transmittal)

PROJECT TITLE AND LOCATION

CHECK ONE: THIS TRANSMITTAL IS
FOR ☐ FID ☐ GOV'T. APPROVAL

DESCRIPTION OF ITEM SUBMITTED
(Type size, model number/etc.)

5

MEG OR CONTR.
CAT., CURVE
DRAWING OR
BROCHURE NO.
15 See instruction no. 8/

5

**MD,
OF
OPERA**

1

CONTRACT REFERENCE DOCUMENT	
SPEC. PARA. NO. e.	DRAWING SHEET NO. f.

...

2

FOR
INTRACTABLE
USE CODE
8.

...

VARIATION
(See
Instruction
No. 6)
h.

3

**FOR
CE
USE
GOOD**

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.)

NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY

DATE

NAME AND SIGNATURE OF CONTRACTOR

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4286-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column e, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submittal.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|--|---|
| <p>A -- Approved as submitted.</p> <p>B -- Approved, except as noted on drawings.</p> <p>C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required.</p> <p>D -- Will be returned by separate correspondence.</p> | <p>E -- Disapproved (See attached).</p> <p>F -- Receipt acknowledged.</p> <p>FX -- Receipt acknowledged, does not comply as noted with contract requirements.</p> <p>G -- Other (Specify)</p> |
|--|---|
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(ER 415 1-10)

TITLE AND LOCATION

NR
DREDGING CHINCOTEAGUE INLET ACCOMACK COUNTY VA

CONTRACTOR

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY) 01005

ONLY) 010

[illegible]

SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.
(EXAMPLE ONLY)

TITLE AND LOCATION

DREDGING CHINCOTEAGUE INLET ACCOMACK COUNTY VA

CONTRACTOR

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY) 01330

A C T I V I T Y N O	TRANS-MITTAL NO.	SPECIFI- ATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	CONTRACTOR SCHEDULE DATES				CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS
																				submit	approval needed by	material needed by	date	submit to govern ment	date	y.	z.	
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.		
						Contractor's Submittal Register																						
					3.3																							

(ER 415 1-10)

(EXAMPLE ONLY)

CONTRACTOR

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY) 013555

ACTIVITY

TRANS- MITTAL NO.	ITEM
-------------------------	------

[illegible]

DESCRIPTION OF
ITEM SUBMITTED

π

• • • • •

— a

Environmental Protection Plan

4.

Environmental Protection Plan

Listing of Laws

4.1

Listing of Laws

Spill Control Plan	
--------------------	--

4.2

Spill Control Plan

Recycling and Waste Minimization

4.4.3

Recycling and Waste Minimization

Plan

plan

Contaminant Prevention Plan

4.4.4

Contaminant Prevention Plan

Details for Environmental

4.5

Details for Environmental

Monitoring

Monitoring

Results of Preconstruction Survey

4.6

Results of Preconstruction Surveys

PAGE 1 OF 1 PAGES

(ER 415 1-10)

CONTRACT NO.

(EXAMPLE ONLY)

TITLE AND LOCATION

DREDGING CHINCOTEAGUE INLET ACCOMACK COUNTY VA

CONTRACTOR

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY)

SPECIFICATION SECTION

01451

[illegible]

CONTRACT NO. _____
(EXAMPLE ONLY)

(ER 415 1-10)

TITLE AND LOCATION

DREDGING CHINCOTEAGUE INLET ACCOMACK COUNTY VA

CONTRACTOR

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY) 02881

SPECIFICATION SECTION

02881

[illegible]

(ER 415 1-10)

CONTRACT NO.

(EXAMPLE ONLY)

TITLE AND LOCATION

CONTRACTOR

DREDGING CHINCOTEAGUE INLET ACCOMACK COUNTY VA

(EXAMPLE - FOR USE BY CONTRACTOR AS GUIDE ONLY) 02882

02882

[illegible]

SECTION 01355

ENVIRONMENTAL PROTECTION

4/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and Listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.3.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause that are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference that their preservation may cause to the Contractor's work under the contract.

1.4 ENVIRONMENTAL PROTECTION PLAN

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. This Environmental Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify the Contractor's work will be in accordance with all laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at the Preconstruction Conference as noted in SECTION 01200. The Contractor will be informed in writing of any revisions as may be required by the Contracting Officer and submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions that the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance by the Contracting Officer of the Contractor's Environmental Protection Plan covering the work to be performed. The environmental protection plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

1.4.1 List of State and Local Laws and Regulations

The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations that apply to the construction operations under the Contract.

1.4.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who shall be responsible for implementing and supervising the containment and cleanup.

- b. Training requirements for Contractor's personnel and methods of accomplishing the training.

- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

- e. The methods and procedures to be used for expeditious contaminant cleanup.

- f. The name of the individual who shall report any spills or hazardous substance releases and who shall follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the DEQ Tidewater Regional Office at (757) 518-2077 if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.4.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.4.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.4.5 Environmental Monitoring

The Contractor shall include in the plan, as coordinated with the Job Hazard Analysis and required in the specifications, the details of environmental monitoring requirements and a description of how this monitoring will be accomplished under the laws and regulations governing the work.

1.4.6 Preconstruction Survey

The Contractor shall perform a survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. The results of this survey shall be prepared by the Contractor and copies included in the plan. The preconstruction survey shall identify requirements for the following:

a. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.

b. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural

causes, or failure to follow the procedures of the environmental protection plan.

c. Location of the solid waste disposal area.

d. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

e. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather and dredged material placement operations, and the amount of mud transported onto paved public roads by vehicles or runoff.

f. Methods of protecting surface and ground water during construction activities.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Wetlands and Natural Habitat

Use of the Contractor's plant to construct the scheduled work, including the associated use of ropes, cables, or guys over wetlands and in natural habitat areas, shall be scheduled in a manner to disturb the marsh and natural habitat areas to the minimum necessary to accomplish the work. Any damage to wetlands or natural habitat areas shall be repaired to original condition at no additional expense to the government. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.3 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste and dispose in compliance with Federal, State, and local requirements.

3.1.4 Disposal of Contractor-Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.5 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.2.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

3.3 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws and regulations, the Contractor shall inform the Contracting Officer of proposed corrective action and immediately take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.5 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel as a part of the weekly toolbox meetings. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, wildlife and waterfowl habitats, and construction

material placement operations.

3.6 PROTECTION OF MARINE ANIMALS, WILDLIFE AND VEGETATION

The Contractor is informed that the dredging areas and beach fill area are in a portion of Virginia frequented by migratory birds and is a native habitat for sea turtles, whales, eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. If, in the performance of this contract, evidence of the possible disturbance to any such migratory bird or listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor shall advise all personnel associated with the operation of the vessels and plant of the civil and criminal provisions of the Endangered Species Act, the Migratory Bird Act, and the Marine Mammal Protection Act. The Contractor shall comply with all laws and regulations governing the work and the provisions set forth in this Section. In the event that endangered or protected species are affected by this work, the work under this contract may be suspended or terminated as determined by the Contracting Officer. All crew members of the hopper dredge, attendant plant operators, and those employed on the beach fill work shall be required to read and certify in writing they are aware of the contents of this specification and the Contractor's Environmental Protection Plan. Copies of this Section and the Environmental Protection Plan, including a posting warning of the civil and criminal liabilities that violators are subject to for non-compliance to the requirements of them, shall be clearly posted with other required postings on-site for employees.

-- End of Section --



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

James S. Gilmore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural Resources

5636 Southern Boulevard
Virginia Beach, VA 23462
Tel# (757) 518-2000
<http://www.deq.state.va.us>

Dennis H. Treanor
Director

Francis L. Dunbar
Tidewater Regional Director

May 8, 2001

Army Corps of Engineers
Attn: Mr. Ronald G. Vann, P.E.
Chief, Waterways and Ports Branch
803 Front Street
Norfolk, Virginia 23510

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Minor Permit Modification
VWP Permit No. 92-1577
Chincoteague Inlet Federal Navigation Channel

Dear Mr. Vann:

In accordance with your request and revised application, we have modified Part I of your permit for the Chincoteague Inlet Federal Navigation Channel in Accomack County, Virginia, authorizing an alternative dredged material placement area, along the shoreline of Wallops Island, pursuant to the Virginia Water Protection Permit Regulation (9 VAC 25-210, formerly VR 680-15-02) and Section 401 of the Clean Water Act Amendments of 1977, Public Law 95-217. In addition, we have revised/updated other conditions in Part I and Part III of your permit to maintain consistency with recently issued federal navigation permits, to address project specifics, and to update the required reporting address.

The provisions and conditions contained therein according to Section 401(a)(1) of the Clean Water Act require that:

"any applicant for a Federal license or permit to conduct any activity including, but not limited to, the construction or operation of facilities, which may result in any discharge in the navigable waters, shall provide the licensing or permitting agency a certification from the State in which the discharge originates or will originate, or, if appropriate, from the interstate water pollution control agency having jurisdiction over the navigable waters at the point where the discharge originates or will originate, that any such discharge will comply with the applicable provisions of sections 301, 302, 303, 306, and 307 of this Act."

An Agency of the Natural Resources Secretariat



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

James S. Gilmore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural Resources

5636 Southern Boulevard
Virginia Beach, VA 23462
Tel# (757) 518-2000
<http://www.deq.state.va.us>

Dennis H. Treacy
Director

Francis L. Daniel
Tidewater Regional Director

VWP Permit No. 92-1577
Effective Date: January 28, 1993
Expiration Date: January 28, 2003
Modification Date: December 12, 1994
Modification Date: May 8, 2001

VIRGINIA WATER PROTECTION PERMIT ISSUED PURSUANT TO THE STATE WATER CONTROL LAW AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with Section 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, the Department has determined that there is reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards. The Department finds that the effect of the impact, together with other existing or proposed impacts to wetlands, will not cause or contribute to a significant impairment of state waters or fish and wildlife resources.


Permittee: U.S. Army Corps of Engineers, Norfolk District
Attn: Ronald G. Vann, P.E.
Chief, Operations Branch

Address: 803 Front Street
Norfolk, Virginia 23510

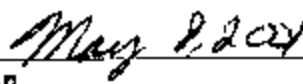
Activity Location: Chincoteague Inlet Channel, Accomack County

Activity Description: Maintenance dredging of approximately 140,000 cubic yards of primarily sandy material annually from the Chincoteague Inlet Channel. Dredged material shall be disposed of overboard in a previously approved 69-acre site southwest of the inlet channel or along the Wallops Island shoreline.

The permitted activity shall be in accordance with this cover page, Part I - Conditions, and Part II - Mitigation, Monitoring and Reporting, and Part III - Management Requirements.



Director, Department of Environmental Quality



Date

CONDITIONS

A. Special Conditions

1. All dredging shall be performed by the hydraulic method.
2. The total amount of dredged material shall be approximately 140,000 cubic yards of material annually over a ten year period.
3. The channel shall be dredged to a maximum depth of -17 feet MLLW and shall be approximately 2300 feet in length with a 200-foot base width and a 302-foot top width.
4. All dredged material shall be pumped and transported via hopper dredges in such a manner as to prevent leakage of dredged material into State waters.
5. Double handling of dredged material in State waters shall not be permitted.
6. Dredged material shall be transported by hopper dredge to the approved 69-acre over board disposal site southwest of the inlet channel or pumped directly along approximately 2500 linear feet of the Wallops Island shoreline.
7. Placement of dredged material along the Wallops Island shoreline shall be in such a manner as to minimize the discharge of dredged material into State waters. This minimization shall include the use of control diking and grading procedures and an end-of-pipe diffuser devise.
8. Any time of year restrictions recommended by the Virginia Marine Resources Commission, the National Marine Fisheries Service or the U.S. Fish and Wildlife Service for the pumping and placement of the dredge material, shall be strictly adhered to.
9. This permit does not authorize any impacts to vegetated wetlands.
10. State Water Quality Criteria (9 VAC 25-260-50) shall not be violated during dredging operations, unless otherwise caused by ambient conditions.
11. Plans for dredging surveys prepared prior to each dredging cycle, using MLLW datum, shall be submitted to Department of Environmental Quality Tidewater Regional Office (DEQ TRO) for review within 30 days of survey completion.

12. The DEQ TRO shall be notified in writing not less than ten days prior to commencement and not more than ten days following completion of each dredging cycle.
13. A before-dredge bathymetric survey and after-dredge bathymetric survey of the dredged area and placement area, using MLLW datum, shall be submitted to the DEQ TRO within 30 days following completion of each dredging cycle. Subsequent after-dredge bathymetric surveys performed to assess the success of the Wallops Island dredged material placement shall be submitted to the DEQ TRO for review within 30 days of survey completion.

B. General Conditions

1. All work shall be done in such a manner as to minimize sedimentation/siltation of State waters in accordance with Virginia Erosion and Sedimentation Regulations (VR 625-02-00).
2. The applicant shall employ measures to prevent spills of fuels or lubricants into State waters. If spills do occur, notification shall be provided to the DEQ TRO at 757-518-2077 or Department of Emergency Services at 1-800-468-8892.
3. Appropriate erosion and sedimentation controls and practices shall be utilized during construction until all disturbed areas have been stabilized.
4. The conditions and limitations specified in the application dated October 20, 1992 and associated drawings, and revised application dated December 2, 1999, placement narrative dated September 19, 2000 and associated drawings shall be adhered to.
5. All construction and installation associated with this project shall be accomplished in such a manner that construction material or waste material is not discharged into State waters.
6. The permittee shall advise the DEQ TRO in writing when unusual or potentially complex conditions are encountered which require debris removal or involve potentially toxic pollutants, and shall not take measures to remove the obstruction, material, or toxic pollutant, or change the location of any structure until approval by the Department is received.

7. This permit is valid for a maximum of **ten years** from the date of issuance. In accordance with the VWPP Regulation (9 VAC 25-210-80, formerly VR 680-15-02), reapplication must be made no less than 180 days prior to the expiration date of this permit.
8. All correspondence regarding this permit shall be directed to:

Department of Environmental Quality
Tidewater Regional Office
Virginia Water Protection Permit Program Office
5636 Southern Boulevard
Virginia Beach, Virginia 23462

Include your Permit Number 92-1577 on all correspondence.

MITIGATION, MONITORING AND REPORTING

A. Mitigation Requirement

1. The permittee shall take all reasonable steps to:
 - a) avoid all adverse environmental impact which could result from the activity,
 - b) where avoidance is impracticable, minimize the adverse environmental impact, and
 - c) where impacts can not be avoided, provide mitigation of the adverse impact on an inkind basis.

B. Monitoring Method

1. Monitoring shall consist of collecting samples for the measurement of total suspended solids within 100 feet of the disposal site once daily during active disposal operations. The measurements can be taken using a hydrometer, so long they are converted to milligrams per liter.

C. Reporting of Results

1. Results of the monitoring shall be sent on a weekly basis during active dredging operations to:

Department of Environmental Quality
Tidewater Regional Office
Virginia Water Protection Permit Program Office
5636 Southern Boulevard
Virginia Beach, Virginia 23462

Include your Permit Number 92-1577 on all correspondence.



COMMONWEALTH of VIRGINIA

Marine Resources Commission

2600 Washington Avenue

P.O. Box 756

Newport News, Virginia 23607-0756

James S. Glimore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural Resources

William A. Priddy
Commissioner

September 11, 2000

Mr. Ronald G. Vann, Chief
Waterways and Ports Branch
Army Corps of Engineers
803 Front St.
Norfolk, VA 23510

RE: VMRC #00-0013

Dear Mr. Vann:

Enclosed is the Marine Resources Commission permit for your proposal to place approximately 110,000 cubic yards of sandy dredged material per dredge cycle, from the maintenance dredging of the Chincoteague Inlet Federal Navigation Project Channel, along approximately 2,500 feet of shoreline east of the stone riprap on Wallops Island or within the previously used overboard site located southwest of Chincoteague Inlet in Accomack County.

A yellow placard is also enclosed. This placard reflects the authorized activities for inspection purposes and must be conspicuously displayed at the work site throughout the construction phase. Failure to properly post the placard in a prominent location will be considered a violation of your permit conditions.

YOU ARE REMINDED THAT ANY DEVIATION FROM THE PERMIT OR ATTACHED DRAWINGS REQUIRES PRIOR AUTHORIZATION FROM THE MARINE RESOURCES COMMISSION. FAILURE TO OBTAIN THE NECESSARY MODIFICATION WILL BE CONSIDERED A VIOLATION AND COULD SUBJECT YOU TO CIVIL CHARGES IN AMOUNTS NOT TO EXCEED \$10,000 PER VIOLATION.

An Agency of the Natural Resources Secretariat

Telephone (757) 247-2200 (757) 247-2292 V/TDD Information and Emergency Hotline 1-800-541-4648 V/TDD

September 11, 2000

The work authorized by this permit is to be completed by May 23, 2005. Please note that in conformance with Special Condition 16 of your permit you are to notify the Commission prior to commencement of your permitted project. The enclosed self-addressed, stamped post card is to be used for this purpose. All other conditions of the permit will remain in effect.

Please be advised that you may also require issuance of a U. S. Army Corps of Engineers permit before you begin work on this project. You may wish to contact them directly to verify any permitting requirements.

Sincerely,



Robert W. Grabb
Chief, Habitat Management

RWG/bac

HM

~~Enclosure~~

cc: U. S. Army Corps of Engineers
Accomack County Wetlands Board

COMMONWEALTH OF VIRGINIA MARINE RESOURCES COMMISSION PERMIT

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 23rd day of May, 2000 hereby grants unto:

**U.S. Army Corps of Engineers
803 Front Street
Norfolk, Virginia 23510**

hereinafter referred to as the Permittee, permission to:

- ☒ **Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.**
- ☐ **Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.**

Permittee is hereby authorized to place approximately 110,000 cubic yards of sandy dredged material per dredge cycle, from the maintenance dredging of the Chincoteague Inlet Federal Navigation Project Channel, along approximately 2,500 feet of shoreline east of the stone riprap on Wallops Island or within the previously used overboard site located southwest of Chincoteague Inlet in Accomack County. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received January 4, 2000 and revised drawings dated received March 3, 2000, which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by May 23, 2005. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reasons for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the project.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylow Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.
- (14) This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.

The following special conditions are imposed on this permit:

- (15) The yellow placard accompanying this permit document must be conspicuously displayed at the work site throughout the construction phase of the authorized activity.
- (16) Permittee agrees to notify the Commission a minimum of 15 days prior to the start of the construction activities authorized by this permit.

A permit issuing fee of: \$100.00

and a royalty of: N/C

for a total of \$100.00

This permit consists of 7 sheets.

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

Accepted for

By

(Name)

(Title)

31 day of August, 2000

State of Virginia

City (or County) of

I, Angela Barake to-wit:

Roger A. Pruitts, Permittee, whose name is signed to the foregoing, has acknowledged the same before me in my City (or County) and State aforesaid.

Given under my hand this 31 day of August, 2000

My Commission Expires:

My Commission Expires August 31, 2004

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be executed in its behalf by Robert W. Grabb, Chief, Habitat Management

(Name)

(Title) Marine Resources Commission

11th day of September, 2000

by

State of Virginia

City of Newport News, to-wit:

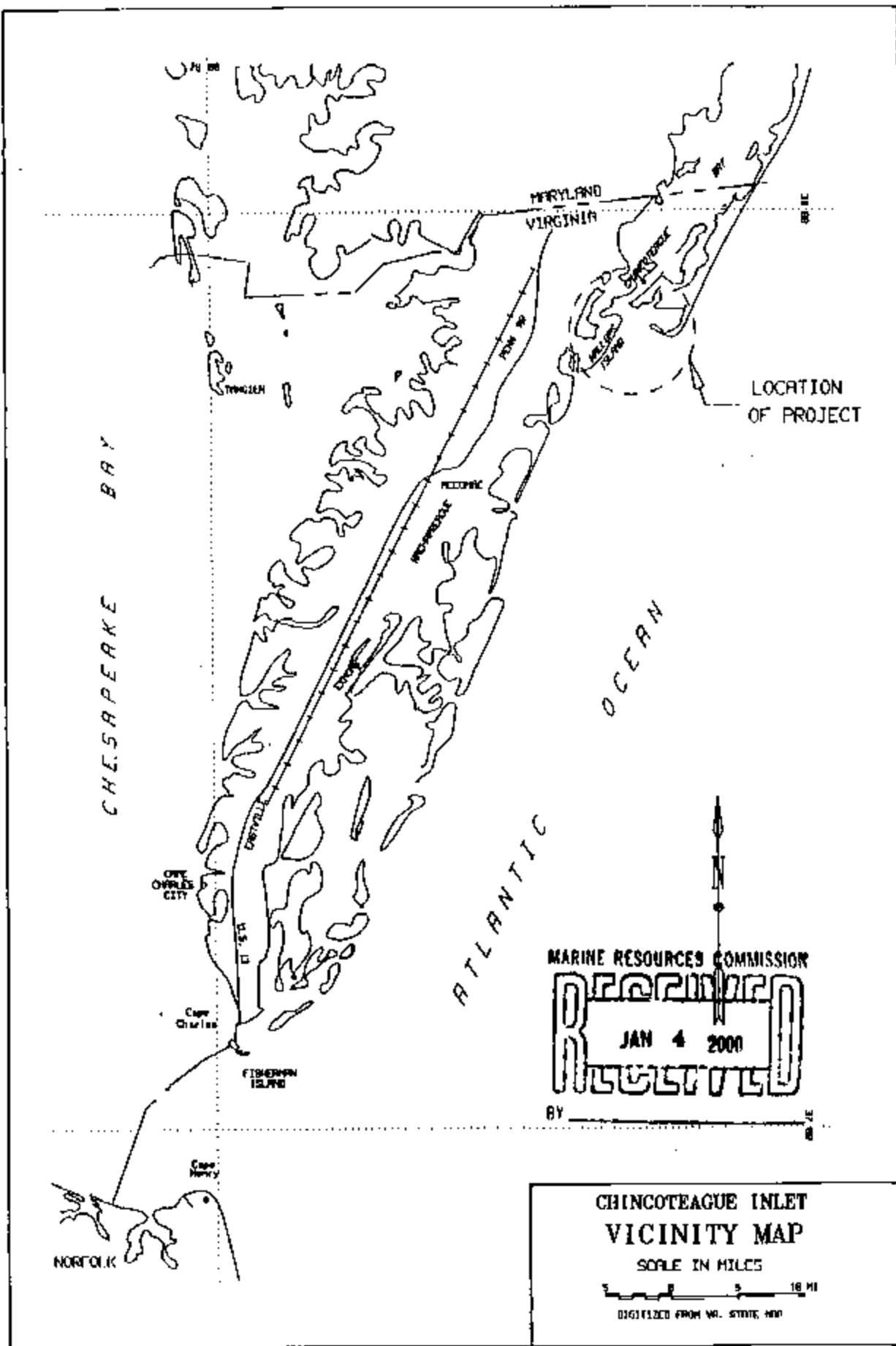
I, Barbara A. Cundiff, a Notary Public within and for said City, State of Virginia, hereby certify that Robert W. Grabb, whose name is signed to the foregoing, bearing the 23rd day of May, 2000, has acknowledged the same before me in City aforesaid.

Given under my hand this 11th day of September, 2000

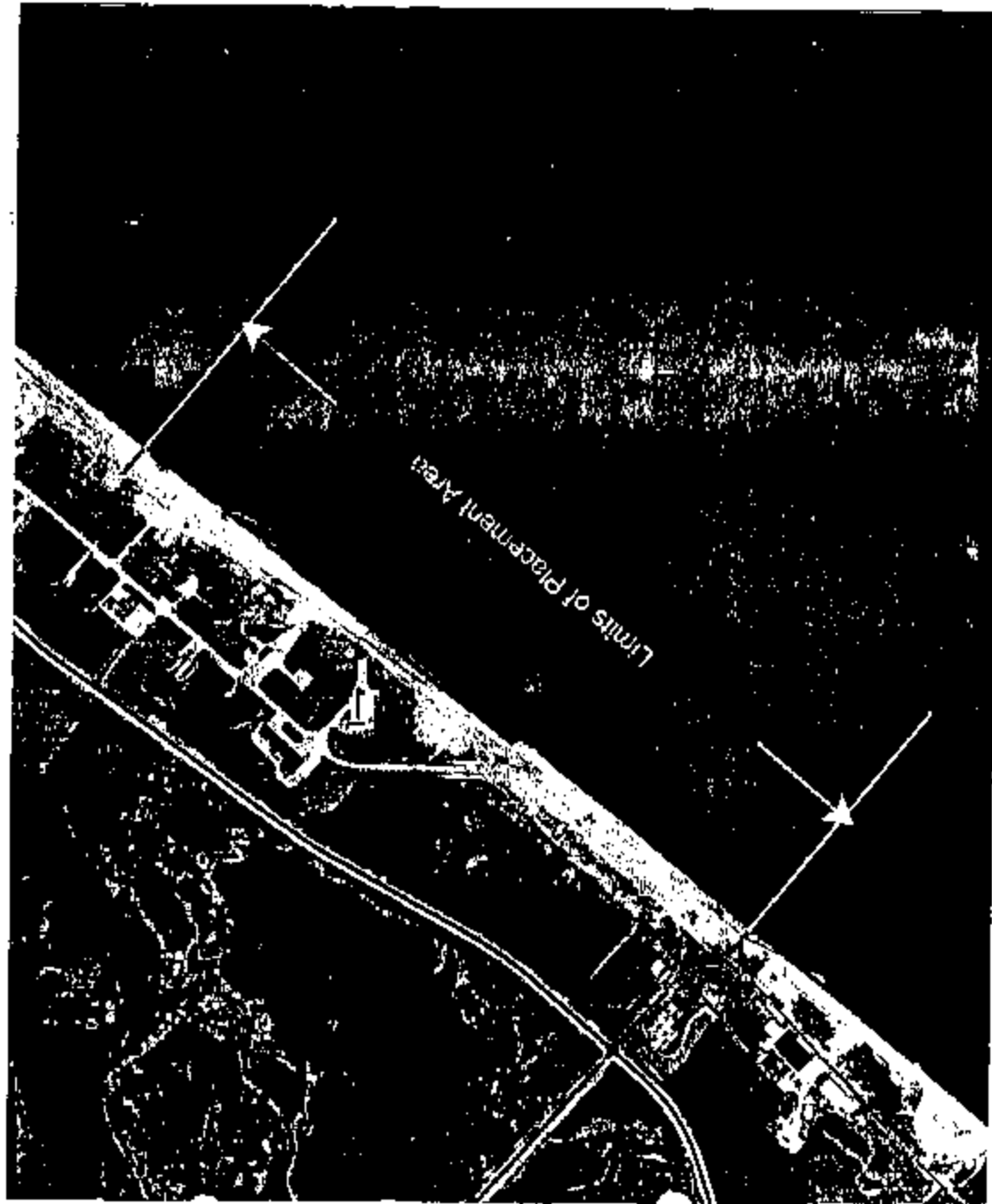
My Commission Expires: 4-30-2003

Notary Public

Barbara A. Cundiff



Chincoteague Inlet Federal Navigation Channel Wallops Island Beach Nourishment



Placement of material will be along approximately 2500' linear feet of shoreline within the area indicated.

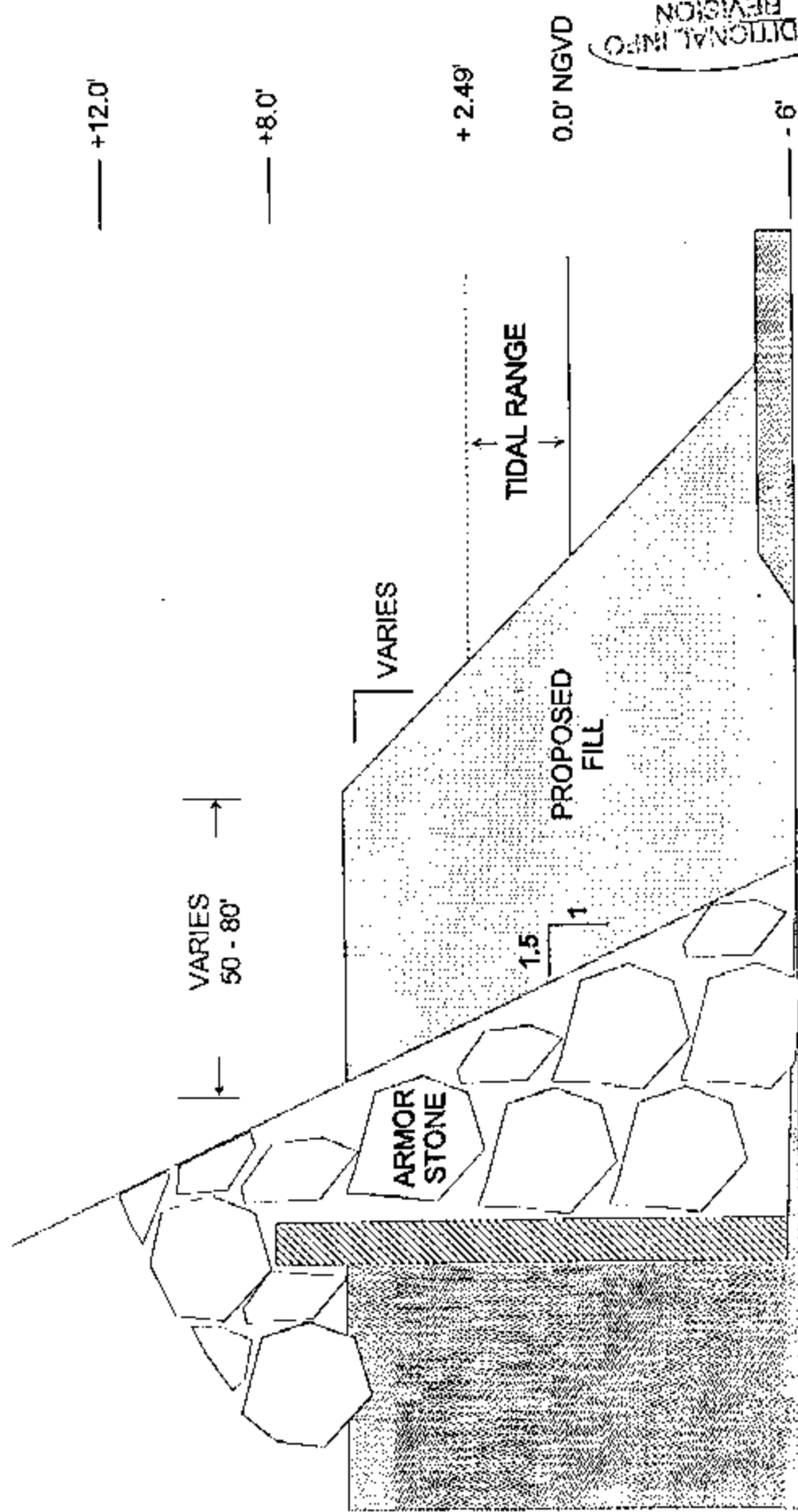
MARINE RESOURCES COMMISSION

RECEIVED
MAR 3 2000
BY

ADDITIONAL INFO
REVISION

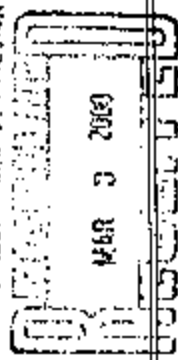


Chincoteague Inlet Federal Navigation Channel Wallops Island Beach Nourishment



SHORE PLACEMENT SITE
CROSS-SECTION
(NOT TO SCALE)

MAPLE RESOURCES CONSULTING



ADDITIONAL INFO
REVISION

SECTION 01451

CONTRACTOR QUALITY CONTROL

4/02

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction". The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

1.1.1 Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1996) Minimum Requirements for Agencies
Engaged in the Testing and/or Inspection
of Soil and Rock as Used in Engineering
Design and Construction

ASTM E 329 (1995b) Agencies Engaged in the Testing
and/or Inspection of Materials Used in
Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated

therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 COORDINATION MEETING

As soon as practicable after receipt of Notice of Award and before start of the scheduled work, the Contractor shall meet with the Contracting Officer's Representative (COR) in coordination with the requirements of SECTION 01200 and discuss the Contractor's Quality Control (CQC) system. The Contractor's Project Manager, Submittals Clerk and Quality Control Manager, Dredge Captain and Plant Operators, and the Surveyor or Engineer to be employed by the Contractor to perform all surveys and layout of the work required of the Contractor shall attend this meeting. The Contractor is encouraged to have an officer of his company and representation from any major subcontractors at the conference. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the (CQC) operations, control activities, testing, administration of the system for both onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting will be taken and prepared by the Government, signed by both the Contractor and the COR, with signed copy provided to Contractor, which shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm understandings.

1.4 QUALITY CONTROL PLAN

1.4.1 General

Prior to start of the scheduled work operations, the Contractor shall furnish his CQC plan to the COR for acceptance. The CQC Plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records, and forms, and, as a minimum, shall include:

- a. A description of the quality control organization, including a chart showing lines of authority by name with duties and responsibilities of their respective position, qualifications (in resume format), and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified.

- b. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the

letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities, and shall furnish copies to the Government at the same time.

c. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person or laboratory responsible for each test (laboratory facilities will be approved by the CO).

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one

definable feature under a particular section. This list will be agreed upon during the coordination meeting.

1.4.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

1.4.3 Notification of Changes

After approval of the CQC plan, the Contractor shall notify the COR in writing of any proposed change to his CQC System.

1.4.4 Corrective Actions

If at any time the Government determines that the CQC system, personnel, instructions, controls, tests, or records are not providing scheduled work which conforms to contract requirements, action shall be taken by the Contractor to correct the deficient management.

1.5 QUALITY CONTROL ORGANIZATION

1.5.1 CQC Organizational Staffing

The Contractor shall provide a CQC organization staff which shall have complete authority to take any action necessary to ensure compliance with the contract. The CQC organization staff shall consist of a CQC system manager and supplemental staff as specified below, who shall answer to the Contractor's Project Manager. The Project Manager (who shall not be the project superintendent) shall be an executive member of the Contractor's organizational staff, and shall have supervisory powers over the CQC organization and the project superintendent. Following are the minimum requirements for the CQC organization staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during dredging and dredged material placement operations. The actual strength of the CQC staff may vary during any specific period to cover the needs of the work.

1.5.1.1 CQC System Manager

The Contractor shall identify an individual within his organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall:

a. be an experienced construction management person with a minimum of five years experience in dredging and related beach fill work. This experience shall include successful completion of Course entitled "Construction Quality Management for Contractors". The Contractor shall complete this training within 30 calendar days of receipt of his Notice To Proceed. This course is offered periodically by the Corps of Engineers at an administrative cost not to exceed \$50.00 per person. Specific times and locations are available from the Norfolk District, Construction Operations Section, telephone (757) 441-7687.

b. be on the job site at all times during work operations and shall be employed by the Contractor.

c. be assigned as system manager but may have duties as the Project Superintendent in addition to quality control.

d. have an alternate who shall be identified in the plan to serve in the event of the CQC system manager's absence. CQC System Manager's period of absence may not exceed one week at any one time, and not more than fifteen workdays during a calendar year. The requirements for the alternate shall be the same as for the designated CQC System Manager.

1.5.1.2 CQC Supplemental Staff Personnel

When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. The staff shall be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the dredging operations. These individuals shall:

a. be employed by the Contractor, unless waived in writing by the Contracting Officer (CO). All CQC staff members shall be subject to interview prior to acceptance by the Contracting Officer.

b. assist and be responsible only to the CQC system manager. These personnel may perform other duties, but shall be

fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.

c. be physically present at the scheduled work site during work on their areas of responsibility.

d. have the necessary education and experience to ensure contract compliance and shall be responsible for assuring the Contractor's work complies with the contract requirements for their area of specialization.

1.5.2 Organizational Changes

The Contractor shall obtain the Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

1.6 SUBMITTALS

Submittals shall be accomplished as specified in Section 01330 SUBMITTAL PROCEDURES and as may be required in the respective specifications. The CQC Manager shall be responsible for certifying that all submittals are in compliance with the contract requirements.

1.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, including that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, mobilization and demobilization of the Contractor's plant, sitework and related operations, plant operations in conjunction with environmental monitoring and testing, and will be keyed to the proposed construction sequence. The controls shall be subject to the approval of the Contracting Officer and include at least three phases of control to be conducted by the CQC system manager for all definable features of work as follows:

1.7.1 Preparatory Phase

This phase shall be initiated after the Pre-Construction Conference, performed prior to beginning work on each definable feature of work, and shall include as a minimum the following:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all plant and equipment to be employed in the work has been tested, required documentation has been submitted, and their use on the work has been approved as specified.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the respective work areas to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of approved equipment and plant to do the scheduled work is on hand and conforms to job requirements. A verification check to assure each item of plant and equipment is properly manned for the scheduled work.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work, including repetitive deficiencies, and document construction tolerances and workmanship standards for each respective phase of work.
- i. A check to ensure that the portion of the plan and operations method for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

1.7.2 Initial Phase

This phase shall be accomplished at the beginning of each definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory phase.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

d. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

e. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the initial phase. The CQC system manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the initial phase actions shall be documented by separate written minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications. Exact location of initial phase inspections and verifications shall be indicated for future reference and comparison with follow-up phases.

f. The initial phase shall be repeated for each new crew to work on-site, when changes to approved plans or schedules are required, and any time acceptable specified quality standards are not being met.

1.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work is accomplished. The checks shall be made a matter of record in the Daily CQC Report documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by any preceding deficient work. The Contractor shall not build upon or conceal non-conforming work.

1.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted by the Contractor on the same definable features of work when directed by the COR.

1.8 TESTS

1.8.1 Testing Procedures

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory or he may establish an approved testing laboratory at the project site. A list of tests which the Contractor understands he is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities and record and provide the following data:

(a) Verify that testing procedures comply with contract requirements.

(b) Verify that facilities and testing equipment are available and comply with testing standards.

(c) Check test instrument calibration data against certified standards.

(d) Verify that recording forms, including all of the test documentation requirements, have been prepared.

(e) Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

1.8.2 Testing Laboratories

1.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils shall meet criteria detailed in \-ASTM D 3740-\ and \-ASTM E 329-\.

1.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge, equal to the cost of each recheck, to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

1.8.2.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

1.8.2.4 Transportation of Samples for Testing

Cost incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory or other place designated, as directed by the COR.

1.9 DOCUMENTATION

1.9.1 Current Quality Control Records

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form, complete, legibly written or typed, and shall include factual evidence that required quality control activities and tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.
- d. Test and control activities performed with results and references to specifications/plan requirements. List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades/workmen working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment utilized in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the COR daily within twenty-four hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

1.9.2 Deficiency Tracking Log

The Contractor shall establish and maintain a daily formal deficiency tracking log that shall be kept at the job site. The log shall include as a minimum the following:

- a. Contract title and number.
- b. Deficient work (by an identification number).
- c. Description of corrective action(s).
- d. Date reported.
- e. Date corrected.
- f. Reported by.

1.10 NOTIFICATION OF NONCOMPLIANCE

The COR will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification and be recorded in the Daily Report of Operations. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.11 MEASUREMENT AND PAYMENT

Separate payment will not be made for any work performed under this section and all associated costs shall be included in the cost for all bid items.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

4/02

PART 1

1.1 SITE PLAN

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any areas to be used by the Contractor, the type of facilities to be used, avenues of ingress/egress to the areas, and details of installation. The actual location of Contractor storage, staging, toilet facilities, and any office areas the Contractor may wish to utilize are subject to the approval of their location in the Site Plan by the Contracting Officer. Any toilet facilities used shall be fully self-contained.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

The Contractor is informed that utility services are not available in the work area and any such use or need by the Contractor shall be at his expense.

1.3 CLEANUP

Construction debris, waste materials, packaging material and the like shall be placed in approved trash receptacles and removed from the work site daily.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01850

DRAWING INDEX

The following drawings are included as a part to this Solicitation

Norfolk
District
File No.

Title

H-10-10-226
(in 3 sheets)

Chincoteague Inlet
Plans for Dredging
Survey of January and February 2002

SECTION 02881

DREDGING

4/02

PART 1 GENERAL

1.1 PLANT

Plant and equipment employed on the dredging work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the government at all times. Equipment and machinery, including pump out buoys, pipelines and supporting plant, and equipment associated with near beach operations, shall be subject to inspection and approval by the government and kept in good condition at all times. A complete listing of all dredging and near beach plant and machinery to be used in the work, including dredges, pump out buoys, skiffs, barges, and other related equipment, shall be submitted. The listing shall include year and manufacturer, operational capacities, safety features, operating and licensing requirements for operators, and a description where and how the item of equipment or plant will be employed in the work. Equipment to be employed on the work shall be listed in the Progress Schedule with tasking and duration of duty where used on the work clearly shown in association with the estimated quantities of material to be removed and the construction time allowed in the contract. Once plant to be employed on the work is inspected and approved by the Government to be sufficient to complete the scheduled work in accordance with the requirements of the contract and the approved Progress Schedule, no reduction in the capacity of the plant shall be made except by written permission of the Contracting Officer. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of

substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number, pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as accessways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

1.2 CHARACTER OF MATERIALS

The material to removed is characterized as "new work" material because some or all of the material may be located in areas that have not been previously dredged; however, bidders are expected to examine the site of work and decide for themselves the character of the materials. The channel is relocated as necessary to conform to the natural channel alignment which often results in new areas to be dredged. The material is primarily fine to medium sand with some shell. The Contractor may encounter some material comprised of well compacted, slightly cementitious sand. The records of previous dredging are available in the Operations Branch, Norfolk District, Corps of Engineers, 803 Front Street, Norfolk, Virginia 23510-1096. Local minor variations in the subsurface materials are to be expected and if encountered will not be considered as being materially different within the purview of Contract Clause "Differing Site Conditions".

1.2.1 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the Contracting Officer immediately of any obstructions or other debris of this nature that is

encountered.

1.3 HOPPER DREDGE REQUIREMENTS

1.3.1 Position Measurement, Plotting and Recording

Each dredge or vessel used for transport of dredged material to the placement areas shall be equipped with necessary equipment, including shore stations if required, to produce a computer-generated graphic plot to an appropriate scale of the vessel's geographic position at all times the vessel is working under the contract. Limits of dredging areas shall be shown on each plot. The date and time shall be printed automatically on the plot at close enough intervals to interpolate the dredge's position at any time. Travel between the dredging and placement areas may be shown to a different scale or in a different mode than in the dredging areas. The type of operation (pumping, travel, or other) shall be shown. The Contracting Officer may verify or have the Contractor's personnel verify the automatically-plotted data using normal piloting and navigation methods at any time. Any discrepancies shall be evaluated and corrected at once.

1.3.2 Load Measuring and Recording

Dredged material removed shall be measured and recorded automatically by the weight of dredged material in the bin, based on vessel displacement. If the measurement equipment includes a capability for automatic conversion from weight measurement to volume measure, the conversion factors, method, and meters or other devices shall be subject to approval of the Contracting Officer. The Contracting Officer may perform bin surveys for comparison with the load meter measurements furnished by the Contractor. The Contractor, to the satisfaction of the Contracting Officer, shall explain any significant discrepancies between physical surveys of bin quantity and the reports furnished by the Contractor. If the Contracting Officer determines the Contractor has failed to provide adequate explanation of such discrepancies, the Contracting Officer may apply suitable adjustment factors to the reported load meter measurements for computation of quantities for progress payments.

1.3.3 Temporary Malfunctions

1.3.3.1 Vessel and Equipment Malfunctions

Should the vessel displacement load measurement, or position plotting equipment become inoperable, the Contracting Officer will require the Contractor to perform direct measurement of volume of dredged material in the bin and plotting of position. The direct bin measurement will be accomplished by using staff gauges and other sounding poles and lines which are acceptable to the Contracting Officer so that the average depth of solid material in the bins can be determined. Position plotting and sounding shall be by normal piloting and navigation procedures. A certified table showing the volumes in cubic yards verses the average depths of material for each 0.1 foot of depth in each bin will be provided by the Contractor. The volumes of material in cubic yards determined by direct bin measurement from bin calibration tables shall be reported in lieu of the displacement load measurement. During the use of this method of measurement, it shall be assumed that a cubic yard of solid material in the hopper is equivalent to a cubic yard of insitu material on the bottom of the cut.

a. If the machinery or equipment is inoperable for more than 5 calendar days, the Contracting Officer may at his sole option assign additional inspection and quality assurance personnel to the work. If so, the Contractor shall be liable for extra inspection and QA costs of \$400.00 per day which will be deducted from his earnings under the contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 General

The contractor will be required to submit as a part of his Progress Schedule and Work Plan a Material Placement Plan for his use of the designated Government- furnished Beach Placement Area as indicated.

3.1.1 Government-Furnished Beach Placement Area

The Contractor shall transport material dredged from the dredging area to a pump out buoy for deposit by a hydraulic pipeline within the beach placement area as indicated. The

pump out buoy shall be moored and the dredge pipeline placed on the beach and advanced in a manner as approved by the Contracting Officer.

3.2. HOPPER DREDGE MATERIAL PUMP OUT CONTROLS

3.2.1 General

The Contractor shall notify the Contracting Officer in writing of his intent to commence dredging and provide constant monitoring of the material placement operations. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when pump out operations are in progress. Frequent communication checks shall be made to assure proper discharge of the hopper and material placement during the pump out operations. In the event of any communications failure or improper material placement is determined, all pump out and placement operations shall be immediately suspended until communications are restored as approved by the Contracting Officer, or in the event of pump out problems or improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer.

3.2.2 Warning Signs

The contractor shall erect and maintain at his own expense suitable navigation warning signs at the pump out buoy mooring facility, each end of a submerged pipeline, and at any other points necessary to prevent hazards to navigation.

3.2.3 Examination of Pump Out Buoy and Pipeline

The pump out buoy and pipeline, including connections at the dredge and those used for a submerged line, shall be examined and determined to be in good condition to reasonably expect them to last throughout the job without wearing to the extent of allowing leaks.

3.2.3.1 Leaks

In the event that leaks occur anywhere during pump out of material from the hopper dredge, the contractor will be required to immediately discontinue using the respective

equipment until the leaks are stopped. The contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

3.3 QUALITY CONTROL

The contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

3.3.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

3.3.1.1 Pump Out Buoy Mooring Facility Inspections and Tests

Inspection for adequacy of material control and safety, adequacy and stability of structures, and surveillance for breaks and leaks in connections.

3.3.1.2 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and the procedures associated with each respective item of equipment, shall be subject to the approval of the Contracting Officer. Verification of current calibration for each respective item of equipment, as approved by the Contracting Officer, shall be provided by the Contractor prior to use of the equipment on the work. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

3.3.1.3 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the Contracting Officer as a part of the Daily Quality Control Report.

3.3.1.4 Inspection and Test Records

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the Contracting Officer with the Daily Report of Operations.

3.3.1.5 Reporting and Certificates

All measuring, plotting, and recording equipment and procedures shall be subject to the approval of the Contracting Officer. Verification of their calibration, certified by the Contractor's Quality Control Representative, shall be furnished prior to use on the work. All records produced by the equipment shall be authenticated by the authorized representative of the contractor and then provided to the Contracting Officer with the Daily Report of Operations.

3.4 REPORTING REQUIREMENT

The Contractor shall prepare and maintain a Daily Report of Operations and furnish copies daily to the Contracting Officer. A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference noted in Section 01005. The Contractor shall also furnish the following item daily to the Contracting Officer during dredging operations:

- (1) Copy of dredge leverman's log
- (2) Records of dredge pump vacuum and pressure gauge readings
- (3) Records of dredge load meter readings.

SECTION 02882

DREDGED MATERIAL PLACEMENT

4/02

PART 1 GENERAL

1.1 GENERAL

The beach fill material shall be removed from the dredging area and transported to the shoreline pump out buoy as specified in SECTION 02881 DREDGING. The beach fill material shall be deposited by a hydraulic pipeline in the beach fill placement area to the lines and grade as indicated and specified.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PLACEMENT OF EXCAVATED MATERIAL

3.1.1 General

The Contractor shall use the designated Government furnished shoreline placement area as indicated. The Contractor shall comply with all terms and conditions of the Department of Environmental Quality (DEQ) Water Protection Permit and the Virginia Marine Resources Commission Permit that are included as a part of this contract at the end of SECTION 01355 ENVIRONMENTAL PROTECTION.

3.1.2 Placement Area Control

The Contractor shall submit with his Progress Schedule a Plan for Placement Area Control. If the Contractor performs the work in a manner that placement area control points, range markers and buoys are physically placed in the field or are otherwise required to accomplish the work, all such markings shall be provided by a professional engineer or surveyor licensed in the Commonwealth of Virginia. The Contractor shall utilize offset markings, buoys, or other approved methods for placement area control points during the initial construction of the beach. All markings shall be placed in a manner and maintained by the Contractor to define the work and to

facilitate inspection. The Contractor shall suspend placement operations when the approved markings cannot be seen or followed. After establishing the beach adjacent to the existing shoreline, the Contractor shall use 1-inch o.d. pipe or other approved material to mark the alignment of the 50-foot berm with the markings placed a maximum of 100 feet apart and each with a mark indicating the +5.0-foot and +6.0-foot MLLW (NOS) elevations. The markings shall be placed in the immediate work areas only and shall be promptly removed as the work areas are accepted by the Government. The Government shall verify all beach layout in-place markings before dredging and placement operations commence. The Contractor shall give the Contracting Officer at least 14 calendar days notice prior to commencement of dredging operations to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. The requirements for final construction and acceptance of the dredged material are specified below.

3.1.3 Method of Discharge to Temporarily Contain Material Prior to Spreading

The Contractor shall install a baffle plate, spreader pipes, pocket pipes, or other approved apparatus to the discharge end of the pipeline that precisely controls the placement of the dredged material and increases the settlement rate of the material to the maximum extent practicable. At the initial point of material placement, the Contractor shall discharge the material in a manner to create a mound in a dimension suitable for the safe operation of his plant to create the beach to the construction template as indicated. After creating the mound at the initial point of material placement, the Contractor shall utilize temporary longitudinal control dikes and other work practices on his part that minimizes the flow of effluent water back into the waters of the Atlantic Ocean. Such longitudinal dikes and Contractor work practices shall be used to prevent transverse gullying and erosion at the point of deposit and the subsequent loss of material directly into the ocean. Once the material has been deposited, the Contractor shall distribute and grade the material to the lines and elevations as indicated and specified.

3.1.4 Beach Construction, Grading, and Final Acceptance of the Beach Placement Area

The Contractor shall determine the final berm length based on surveys made immediately before dredging and his particular construction practices. The dredged material shall be placed along the armor-stone seawall with a finished berm constructed at elevation +5 feet MLLW (NOS) at a width of approximately 50-feet as indicated. The remainder of the beach shall be constructed with a foreshore graded slope not steeper than 1-foot vertical on 20-feet horizontal from the +5 feet MLLW (NOS) elevation to the +3 feet MLLW (NOS) elevation. The final graded beach shall be constructed to an acceptable tolerance of 0.5 foot above or 0.5 foot below the required berm elevation and specified grade. The Contractor shall ensure that there are no undrained areas or abrupt mounds within the completed beach. The Contractor is not required to perform grading in or seaward of the water line at mean low water. Formal acceptance of the Beach Placement Area shall consist of on-sight inspections by the Contracting Officer's Representative and the Contractor. The acceptance inspections shall be conducted over 500-foot sections commencing at the dredged material placement starting point and proceeding in the direction of beach construction until the scheduled dredging and dredged material placement operations are completed. Final acceptance of the beach placement area shall include the removal of all dredge discharge pipeline and Contractor equipment, all markings and stakes placed by the Contractor for the control of his work, and clean-up of all trash and debris from all areas affected by the Contractor's operations.

3.1.5 Water Quality Monitoring Controls

The Contractor shall take all precautions that in the opinion of the Contracting Officer may be necessary to minimize the escape of dredged material into the navigable waters. The Contractor shall provide constant monitoring of the placement operations when dredging and material placement operations are in progress. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when dredging is in progress. Frequent communication checks shall be made to assure proper material placement during dredging operations. In the event of any communications failure or improper material placement is determined, all dredging and placement operations shall be immediately suspended until communications are restored as approved by the

Contracting Officer, or in the event of improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer. All costs resulting from suspensions of work as specified above shall be the responsibility of the Contractor and at no additional expense to the government.

3.1.6 Warning Signs

The contractor shall erect and maintain at his own expense suitable navigation warning signs at each end of a submerged pipeline and at any other points necessary to prevent hazards to navigation.

3.1.7 Examination of Pipeline

The pipeline, including connections used for a submerged line, shall be examined and determined to be in good condition to reasonably expect it to last throughout the job without wearing to the extent of allowing leaks.

3.1.7.1 Leaks

In the event that leaks occur anywhere in the pipeline, the contractor will be required to immediately discontinue using the respective equipment until the leaks are stopped. The contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

3.1.8 Pipeline on the Beach

The Contractor shall provide, as a part of his Work Plan for approval, drawings showing locations of temporary alignment routes of pipelines, placement of pumpout buoys, booster pumps if used in the work, and proposed location of temporary ramps over the seawall or pipeline if so directed. The location of the pipeline shall be limited to the shortest alignment route from the pump out mooring facility to the beach placement while area under construction. Warning signs shall be posted by the Contractor in conspicuous and strategic places along the pipeline alignment stating "DANGER - HIGH PRESSURE DISCHARGE FROM DREDGE". The signs shall be at least 2 feet square and their final placement location approved by the

Contracting Officer. Any deviation from the approved plan will require approval in writing from the Contracting Officer.

3.1.8.1 Watches

During beach placement operations, the Contractor shall provide qualified personnel 24-hours per day at the discharge area. At all times during discharge of material on the beach, at least 2 persons shall be assigned on watch duty with whistles, flashlights, and two-way radio communication with the dredge.

3.1.9 Sand Dune and Existing Armor-Stone Beach Protection

The Contractor shall protect from damage all existing sand dunes, and maintain in place the existing armor-stone beach protection. The operation and movement of vehicles, equipment and personnel on, over, or across sand dunes is specifically prohibited unless prior approved by the Contracting Officer.

3.2 FIELD QUALITY CONTROL

The Contractor shall establish and maintain quality control for the beach material placement work and all other operations in connection with the work in the field to assure compliance with contract requirements. The Contractor shall inspect for compliance with contract requirements and record the inspection of all operations including but not limited to the following:

- a. The material is placed to the lines, grade, and tolerances specified.
- b. Beach operations are confined within the limits of the designated work area.
- c. The dredge effluent does not flow landward of the fill section or other limits as specified and established by the Contracting Officer.
- d. Damage to the existing and newly constructed beach is held to the minimum from the Contractor's operations.

e. Adequate control is provided to prevent unnecessary loss of material by seaward flow of pipeline effluent.

f. The pipeline is periodically inspected for leakage as specified.

g. All joints of pipe for discharge line are tight, sound, and in a safe condition.

h. All equipment used in the work is approved and in satisfactory working condition.

i. Checks to insure safe work practices around structures and the public is performed as specified.

j. Checks conducted for proper lines, grades, and elevations in finished fill area including proper grading and elimination of undrained pockets and abrupt humps.

k. Insure all equipment and construction materials have been removed from completed work segments.

All results of inspections shall be documented with narrative explanations and photographs as necessary to document the conditions of field quality. The results and supporting data shall be recorded and provided by the Contractor in the Daily Report of Operations.